

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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PAVLE ZIVKOVIC,	:	Civil Action No. 22-cv-07344 (GHW)
	:	
Plaintiff,	:	
	:	
v.	:	REPLY DECLARATION OF LUCAS C.
	:	BUZZARD
VALBELLA AT THE PARK, LLC,	:	
	:	
Defendant.	:	
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I, Lucas Buzzard, declare under penalty of perjury that the following is true and correct:

1. I am a senior associate with Joseph & Kirschenbaum LLP, counsel for Plaintiff in the above-captioned matter. I submit this Declaration in support of Plaintiff's Reply to this Court's June 8, 2023 order to show cause why Oak Grove Road LLC should not be ordered to comply with a Rule 45 subpoena. I am familiar with the facts and circumstances set forth herein.

2. On June 22, 2022, this Court entered judgment in the related case captioned *Zivkovic v. Laura Christy LLC, et al*, No. 17 CV 553 against Laura Christy LLC, Laura Christy Midtown LLC, and David Ghatanfard, jointly and severally, for an amount in excess of \$5 million. To date, the entirety of that judgment remains outstanding.

3. In discovery, we have become aware that, as with the other Valbella restaurants, Judgment-Debtor Ghatanfard owns a portion of Defendant Valbella at the Park.

4. Mr. Ghatanfard owns his portion of the Valbella restaurant via another LLC that he owns in whole or in part, namely, Oak Grove Road LLC ("OGR"). *Id.*

5. Specifically, Plaintiff was able to procure the operating agreements for Valbella at the Park LLC and OGR. (True and correct copies of the operating agreements for Valbella at the Park LLC and OGR are attached hereto as **Exhibits A and B**, respectively.)

6. The operating agreement for Valbella at the Park LLC indicates that “the purpose of the Company is to [...] operat[e] the restaurant known as ‘Valbella’ located at 3 Bryant Park [...]” Ex. A at 4 (Article II, ¶ 2.).

7. That operating agreement further provides that OGR has a “percentage membership interest” of 50% of Valbella at the Park LLC. *Id.* at 16.

8. The OGR operating agreement, dated February 26, 2021, states that “the purpose of [that] LLC is to own and operate a restaurant.” Ex. B at Def 293 (Section II.A).

9. The agreement further provides that “The members of Oak Grove Road LLC at the time of the adoption of this agreement is David Ghatanfard.” *Id.* at DEF294; *see also* DEF303.

10. In short, at the time of OGR’s formation in February 2021, Judgment-Debtor Ghatanfard owned 100% of OGR which owns 50% of Valbella at the Park.

11. Attached hereto as **Exhibit C** is a true and correct copy of an assignment agreement for Oak Grove Road LLC, which was produced by Valbella at the Park LLC in this action.

12. Attached hereto as **Exhibit D** is a true and correct copy of excerpts from the May 25, 2023 deposition of Rosey Kalayjian.

13. Attached hereto as **Exhibit E** is a true and correct copy of excerpts from the May 4, 2023 deposition of David Ghatanfard.

14. On March 2, 2023, my office caused to be served on OGR a subpoena a true and correct copy of which is attached hereto as **Exhibit F**.

15. The subpoena directed OGR to produce documents in its possession relating to, *inter alia*, the company's ownership, formation, operations, management, and how its finances are conducted.

16. To date, our office has not received from OGR a response to this subpoena or any objections to the document requests it contains.

17. OGR has not produced to Plaintiff any documents in response to the subpoena.

Dated: June 23, 2023

/s/ Lucas Buzzard
Lucas Buzzard